

FURUTANI, SATO & KOMATSUBARA
ATTORNEYS AT LAW

MILES B. FURUTANI
e-mail: mfurutani@hawaii.rr.com

SUITE 600, CENTRAL PACIFIC PLAZA
220 SOUTH KING STREET
HONOLULU, HAWAII 96813

Telephone:
(808)528-1000
Facsimile:
(808)523-5550

January 29, 2002

HAND DELIVERY

Satoshi Kinoshita, Ph.D.
175 Paokalani Street
Suite 300, Ocean Resort Hotel
Honolulu, Hawaii 96815

Re: Resort Management Services (Hawaii), Inc.

Dear Dr. Kinoshita:

On January 22, 2002, we were advised by Stacey Hee, Esq. that the following Management Agreements would be terminated by the various Sports Shinko entities:

1. Golf Course Management Agreement dated August 31, 2000, by and between Sports Shinko (Kauai) Co., Ltd., a Hawaii corporation, and Resort Management Services (Hawaii), Inc., a Hawaii corporation;

2. Restated Golf Course Management Agreement dated August 31, 2000, by and between Sports Shinko (Pukalani) Co., Ltd., a Hawaii corporation, and Resort Management Services (Hawaii), Inc., a Hawaii corporation;

3. Golf Course Management Agreement dated August 31, 2000, by and between Sports Shinko (Mililani) Co., Ltd., a Hawaii corporation, and Resort Management Services (Hawaii), Inc., a Hawaii corporation, as amended by First Amendment to Golf Course Management Agreement (Mililani Golf Course) dated September 5, 2001;

EXHIBIT 3

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4. Hotel Management Agreement dated August 31, 2000, by and between Sports Shinko (Waikiki) Co., Ltd., a Hawaii corporation, dba Queen Kapiolani Hotel, and Resort Management Services (Hawaii), Inc., a Hawaii corporation, as amended by

First Amendment to Hotel Management Agreement (Queen Kapiolani Hotel) dated September 5, 2001; and

5. Hotel Management Agreement dated August 31, 2000, by and between Sports Shinko (Waikiki) Co., Ltd., a Hawaii corporation, dba Ocean Resort Hotel Waikiki, and Resort Management Services (Hawaii), Inc., a Hawaii corporation (collectively, the "Management Agreements").

I am writing this letter to you to confirm our earlier discussions regarding the termination of the Management Agreements, together with our understanding of the terms and conditions of our understanding going forward.

While Resort Management Services (Hawaii), Inc. agreed in principle to the termination of the Management Agreements, we also agreed that the parties would negotiate in good faith, the issue regarding the amount of the termination fee. As evidence of Sports Shinko's good faith, and "partial payment", the Maui residence would be conveyed to Resort Management Services (Hawaii), Inc., at a value of \$200,000.00. As such, I have enclosed a draft of the deed for the Maui residence which, when signed, will convey ownership to Resort Management Services (Hawaii), Inc. Please review the draft of the deed, and if acceptable, we shall finalize the deed, and have the original available for your signature in my office.

To show our "good faith" we will allow the sale of the various Sports Shinko properties to be sold without filing any claim or lawsuit and to resolve the termination fee issue after closing.

If there are any misunderstandings, please advise me immediately so that we may clarify these issues as soon as possible.

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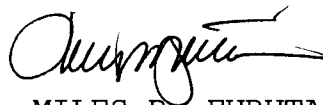
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Thank you very much for your kind cooperation in this
matter.

Very truly yours,

FURUTANI, SATO & KOMATSUBARA
Attorneys at Law

A handwritten signature in black ink, appearing to read 'Miles B. Furutani', with a stylized flourish at the end.

MILES B. FURUTANI

MBF:me

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